

**AFFIDAVIT**

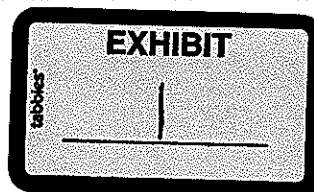
Henry Watkins, pursuant to 28 U.S.C. §1746, deposes and states as follows:

1. I am plaintiff in this case. I am taking this affidavit to respond to defendants' claim in their summary judgment motion that my deposition testimony is inconsistent with my affidavit regarding whether I tried to invoke the alternative dispute resolution process.

2. This affidavit is taken in order restate our involvement in the alternative dispute resolution process. My prior affidavit is consistent with my deposition testimony and with my complaint in this case.

3. In my deposition I was asked whether I tried to invoke the alternative dispute resolution process from the settlement or made any claims or complaints concerning discrimination and/or harassment at the Board since the settlement. I testified truthfully that my attorneys had done so.

4. As I said repeatedly, e.g. in my Complaint and answers to interrogatories (Exhibit A), I and other parties to the Agreement attempted to invoke the ADR process in contemporaneous situations; as we repeatedly complained about discrimination and retaliation against us to the Affirmative Action Officer LeDelle Ingram and Thomas Marshall, the Director of Personnel, from 1995 to 2001.



5. Additionally, my attorney contemporaneously, attempted to invoke the ADR process and was told that we could not invoke the process and must handle any complaints through the Union. In addition, Scott Roy told us the Board was unwilling to meet to address our concerns.

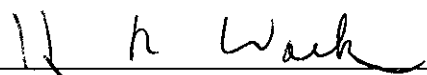
6. Despite the complaints of myself, my attorneys, and the other parties and our attempts to invoke the ADR process, the Board never did so.

7. Due to the Board's attitude, it became clear that any ADR process would be unconscionable and/or fruitless.

8. After years of trying to work through the ADR process by myself, my attorneys and by the other parties, it was clear from defendants' repeated refusals to pursue the ADR process that it was futile and defendants had abandoned the process or never implemented it in the first place.

9. As I stated in my complaint, my deposition testimony and my affidavit, I did not again seek to invoke the ADR process instead of filing this suit because it would have been futile.

Executed this 26<sup>th</sup> day of June, 2006, pursuant to the penalties for unsworn perjury. I state the foregoing to be true and correct.

  
HENRY WATKINS

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
- - - - -

3 CIVIL ACTION  
4 LEON DINGLE 93-CV-5478  
5 ERNEST C. HOLMES 93-CV-5927  
6 DARRYL E. RANKIN 93-CV-5698  
HOWRHU M. SELF 93-CV-5779  
HENRY R. WATKINS 93-CV-5926  
HENRY WILLIAMS, JR. 93-CV-5696

7 -vs-

8 PENNSYLVANIA BOARD OF PROBATION  
9 AND PAROLE, ALAN CASTOR, JR.,  
CHAIRMAN, FRED W. JACOBS, FORMER  
10 CHAIRMAN, HAROLD SHALON, DISTRICT  
DIRECTOR, RONALD ZAPPAN, DEPUTY  
11 DISTRICT DIRECTOR, DANIEL SOLLA,  
DEPUTY DISTRICT DIRECTOR, PAUL DESCANO,  
12 DIRECTOR, ROBERT YERGER, DIRECTOR OF  
PERSONNEL  
- - - - -

13  
14 Oral Deposition of

15 LeDELLE INGRAM  
16

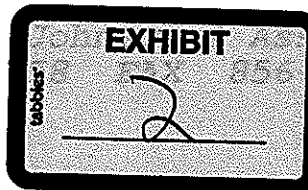
17  
18 July 19, 2000  
19  
20  
21

22 DEBRA G. JOHNSON & ASSOCIATES  
23 800 Joshua Court  
Moorestown, New Jersey 08057  
856-778-1758  
24 FAX 856-778-7890

Debra G.  
856-778-1

EXHIBIT

ociates  
856-778-7890



1 aware of, or do you mean that that was your  
2 reason for being aware of it?

3 A. That was my reason for being aware  
4 of it. It was a confidential document.

5 Q. Right.

6 Now, did you receive any  
7 complaints of discrimination or retaliation  
8 from any of the plaintiffs?

9 MR. BLONDMAN: Receive after  
10 the settlement agreement was  
11 signed?

12 MR. SUGARMAN: Right.

13 THE WITNESS: Yes.

14 - - -

15 CONTINUATION

16 BY MR. SUGARMAN:

17 Q. Did you receive any -- from whom  
18 did you receive complaints?

19 A. I received a complaint from  
20 Mr. Henry Williams, and also Mr. Henry  
21 Watkins, and as I recall, I think Mr. Ernest  
22 Holmes.

23 Q. One complaint from each?

24 A. Yes, as I recall.

1 agreement?

2 A. I don't understand.

3 Q. Did you receive any different  
4 instructions as to compliance with the  
5 settlement agreement as a result of that  
6 interaction --

7 A. No.

8 Q. -- with Mr. Scicchitano?

9 A. No. That was all information for  
10 the attorney in terms of the AFSCME issues.

11 Q. Did Mr. Scicchitano get a copy of  
12 the settlement agreement?

13 A. I don't know.

14 Q. Do you know whether Mr. Scicchitano  
15 ever had any discussions with anybody else in  
16 the Board in regard to that?

17 A. I can't speak for Mr. Scicchitano.

18 Q. Do you have any information as to  
19 whether he did?

20 A. Not that I can recall.

21 Q. All right.

22 Now, did you receive -- you  
23 indicated that you also received complaints  
24 regarding the settlement from Mr. Watkins; is

1 that correct?

2 A. I indicated I received a complaint  
3 from Mr. Watkins.

4 Q. What happened in regard to  
5 that complaint in terms of how it was  
6 administered?

7 Did you -- were you able  
8 to -- did you take any steps to resolve that  
9 complaint informally?

10 A. As I recall, Mr. Grant Freeman who  
11 was working for my office currently at that  
12 time, handled a lot of the interviews and the  
13 initial report and Mr. Watkins and I finished  
14 it up, and Mr. Watkins was given a closure  
15 letter based on whatever we found or didn't  
16 find.

17 Q. Did that terminate your involvement  
18 in that matter?

19 A. Yes, I tried to finish -- finalize  
20 it with the letter saying what the findings  
21 were.

22 Q. Now, does Mr. Freeman still work  
23 for the Parole Board?

24 A. Yes, he does.

1 Q. What is his position at this time?

2 A. To the best of my knowledge, he  
3 works in the eastern regional office with the  
4 regional director in institutional parole  
5 manager.

6 Q. Did his -- do you know, have any  
7 idea why his he was transferred out from  
8 under your responsibility?

9 A. I was told that Mr. Freeman had  
10 a problem getting along with me because I  
11 required him to do his job in the manner for  
12 which he was hired, and he was upset about it  
13 and he wanted to be transferred somewhere  
14 else.

15 Q. Who was it that he was having  
16 trouble getting along with?

17 A. He said it was me.

18 Q. Did you have any trouble getting  
19 along with him?

20 A. I had a problem with Mr. Freeman  
21 producing quality work.

22 Q. Can you describe what the problem  
23 was?

24 A. Mr. Freeman was not accurate in



1 interviews when he did discrimination  
2 complaints. He didn't follow direction.  
3 He made assumptions, put them in writing.  
4 Did not follow facts. There was -- his  
5 performance was well documented by my --  
6 by myself.

7 Q. Did Mr. Freeman file any type of  
8 complaint against your documentation or  
9 against your evaluation?

10 A. No, he signed his evaluation.

11 Q. Sorry?

12 A. No, he signed his evaluation and  
13 did he not disagree with it.

14 Q. Did Mr. Freeman ever state whether  
15 his -- he had problems in carrying out his  
16 functions due to the -- due to the management  
17 in your Philadelphia office?

18 A. I don't understand that question.

19 Q. Did he ever state whether -- to you  
20 -- that problems or attitudes or behavior of  
21 people in the Philadelphia office made it  
22 difficult for him to do his job?

23 A. No.

24 Q. All right.



1 Do you know if Mr. Watkins  
2 received a closure memorandum?

3 Do you know if he received  
4 the transfer?

5 A. I don't understand your question.

6 Q. Do you know if -- what was the  
7 result of Mr. Watkins' complaint?

8 A. I have no idea. It was some years  
9 ago.

10 Q. Now, you mentioned that Mr. Holmes  
11 made a complaint, one or more.

12 A. I think Mr. Holmes did make a  
13 complaint.

14 Q. What happened as a result of  
15 Mr. Holmes' complaint?

16 A. I do not recall.

17 Q. Did Mr. Self make a complaint?

18 A. No.

19 Q. Did Mr. Rankin make a complaint?

20 A. No.

21 Q. Are you sure Mr. Rankin never made  
22 a complaint to you?

23 MR. BLONDMAN: After Watkins'  
24 agreement was signed?



COMMONWEALTH of PENNSYLVANIA  
Board of Probation and Parole

P.O. Box 1661  
3101 N. Front Street  
Harrisburg, PA 17105-1661

March 6, 1998

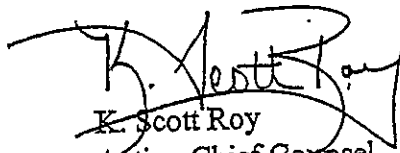
Mr. Robert J. Sugarman  
Sugarman & Associates  
Attorneys at Law  
7<sup>th</sup> Floor, Robert Morris Building  
100 North 17<sup>th</sup> Street  
Philadelphia, PA 19103

Dear Mr. Sugarman:

In light of your recent correspondence in which you presented a proposed agenda and an indication of the proposed participants, please be advised that the "Concerned Staff of the Philadelphia District Office," pursuant to Act 195, must be referred to AFSCME as their designated collective bargaining representative.

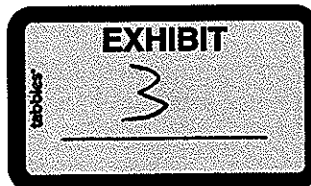
Should you have any concerns with respect to specific cases in relation to which you function as counsel, please do not hesitate to contact me.

Sincerely,

  
K. Scott Roy  
Acting Chief Counsel  
Office of Chief Counsel

KSR:djw

cc: Chairman William F. Ward



0257

IN THE COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY, PENNSYLVANIA

HENRY WATKINS

) APRIL TERM, 2002

vs.

PENNSYLVANIA BOARD OF

PROBATIONS AND PATROL AND

EDWARD JONES AND MICHAEL BUKATA) #002927

ORIGINAL

Friday, June 4, 2004

Oral deposition of ROBERT SUGARMAN, ESQUIRE,  
taken pursuant to notice, was held at The Law Offices of  
Miller, Alfonso & Raspanti, 1818 Market Street, Suite  
3402, Philadelphia, Pennsylvania, commencing at 4:00  
p.m., on the above date, before SHEILA KLOS, a Registered  
Professional Reporter and Commissioner of Deeds in The  
Commonwealth of Pennsylvania.

ESQUIRE DEPOSITION SERVICES  
1880 John F. Kennedy Boulevard  
15th Floor

Philadelphia, Pennsylvania 19103

(215) 988-9191

EXHIBIT

4

ROBERT SUGARMAN, ESQUIRE

1 Bates #0257.

2 A. Right.

3 Q. Now, that, if I understand your position in the  
4 case, is one of the letters that you contend supports  
5 your client's claim that the alternative dispute  
6 resolution procedures in the settlement agreement were  
7 futile; is that correct?

8 A. Right. That's one of them.

9 (Whereupon, Exhibit-3 was marked  
10 for identification.)

11 BY MR. BENEDETTI:

12 Q. Here is Exhibit-3 which is your Bates Number  
13 258 and 259, a letter that you wrote to Mr. Roy dated  
14 February 19th of 1998. Is that another letter that  
15 supports your client's contention that the ADR provisions  
16 were futile?

17 A. Yes.

18 Q. Then finally based upon the same responses to  
19 the Request for Admissions we are looking at which are  
20 Exhibit-2, you identified Ms. Ingram's deposition  
21 testimony of February 19th of 2000 as another document or  
22 piece of evidence that supports your client's contention  
23 that the ADR provisions are futile; is that correct?

24 A. Correct.

ROBERT SUGARMAN, ESQUIRE

1 (Whereupon, Exhibit-4 was marked  
2 for identification.)

3 BY MR. BENEDETTI:

4 Q. Here is Exhibit-4 which is a copy of that  
5 testimony that you referred to.

6 A. Right.

7 Q. If I'm not mistaken, you were good enough to  
8 give me the page numbers beginning at Page 71 you said.

9 A. Yes.

10 Q. You wanted to add something?

11 A. No. No.

12 Q. Could you just help me understand, starting at  
13 Page 71 is what you identify, your client identifies in  
14 his responses to Request for Admissions. From which line  
15 on Page 71 and then where does it end? Which part of  
16 Ms. Ingram's testimony do you contend supports your  
17 client's futile contention?

18 A. The general discussion on 71 to 74 supports  
19 that she did not utilize or employ the procedures of the  
20 dispute resolution program. The statement, Did you have  
21 reference to the procedures of the settlement agreement?  
22 No, I didn't. Why? I didn't have the agreement to look  
23 at. Then she never gets -- she says, I didn't do  
24 anything about his issues. By that time he had retired.

ROBERT SUGARMAN, ESQUIRE

1 witness to do that work. I'm here as a witness. I'm not  
2 here as a lawyer. So, no, as a witness I'm refusing to  
3 do that. I have not received any requests from you to  
4 supplement the answer.

5 Q. The answer speaks for itself. It identifies a  
6 single page, and we'll stick to that single page. If your  
7 client chooses to expand its answer after this, we'll be  
8 stuck with it.

9 Other than the February 19, 1998 letter  
10 that Mr. Roy wrote to you and the March 6th, 1998 letter  
11 that you wrote to Mr. Roy which was marked and Ms. (C)  
12 Ingram's testimony, are there any other documents or  
13 information that you know of that support your client's  
14 contention that the ADR provisions in the settlement  
15 agreement are futile?

16 A. Yes. Since the time that we answered that, we  
17 had some events that occurred in another case of another  
18 one of the plaintiffs named Henry Williams. In our  
19 effort to enforce the settlement agreement in that case  
20 which has been pending before Judge O'Neill, we were  
21 directed to prepare a compendium of information as to  
22 what had transpired in connection with that effort to  
23 enforce the agreement. We searched through old files and  
24 found some more documents which when I was getting ready

ROBERT SUGARMAN, ESQUIRE

1 for the deposition here today, refreshed my recollection  
2 as to the whole history of what was reflected in LeDelle  
3 Ingram's deposition relating to Mr. Williams which  
4 further corroborates the answer and refreshes my  
5 recollection as to what Mr. Watkins was referring to  
6 because he and Mr. Williams were in touch with each  
7 other.

8 Q. Can you point to something specific, a  
9 document, a piece of testimony?

10 A. Yeah. It is an affirmative action complaint  
11 filed by Henry Williams through The Board on April 25th,  
12 1996. There is a two-page question and answer that  
13 appears to be an interview that was marked at LeDelle  
14 Ingram's deposition part of her transcript dated May  
15 20th, 1996. There is a letter from me to Mark Blondman  
16 B-L-O-N-D-M-A-N, counsel for The Board dated July 9,  
17 1996. There is a letter from LeDelle Ingram to Henry  
18 Williams dated September 13th, 1996. There is a  
19 memorandum to LeDelle Ingram from Henry Williams dated  
20 July 18th, 1997. There is a memorandum again from  
21 Williams to Ingram dated August 7, 1997. There is a  
22 letter from Virginia Thomas -- sorry, Veronica Thomas to  
23 Henry Williams dated August 14th, 1997. There is a memo  
24 from LeDelle Ingram to Gary Scicchitano,



ROBERT SUGARMAN, ESQUIRE

1 S-C-I-C-C-H-I-T-A-N-O dated December 24th, 1997. There  
2 is a letter from Alaine Williams, A-L-A-I-N-E Williams of  
3 Willard Williams to Mark Blondman dated December 4th,  
4 1997. There is a letter from Alaine Williams to Mark  
5 Blondman dated September 10, 1997. There is another  
6 letter from Alaine Williams to Mark Blondman dated June  
7 6th, 1997. There is a letter dated January 5, 1998 from  
8 me to William Ward, Chairman of The Board. There is a  
9 EEO complaint dated February 11, 1998 signed by Henry  
10 Williams. There is a letter from LeDelle Ingram to Henry  
11 Williams dated February 26, 1998. There is a  
12 discrimination complaint dated March 19, 1998 by Henry  
13 Williams. There is a resignation letter from Henry  
14 Williams to Roy Jones dated May 15th, 1998 and there is a  
15 petition of Henry Williams filed in the District Court on  
16 December 10th, 1998. There is the answer of defendants  
17 to that petition in the Williams case filed on February  
18 1, 1999. The depositions of Marcinko dated November 29,  
19 2000. Deposition of James Robinson of December 6th,  
20 2000.

21 Q. Are they both in the Williams case?

22 A. All this is in the Williams case.

23 Q. Thank you.

24 A. The deposition of Maureen Welsh taken on

## ROBERT SUGARMAN, ESQUIRE

1 January 24th, 2001.

2 Q. Let me stop you there. Who is Ms. Welsh?

3 A. She was Mr. Henry Williams' supervisor.

4 Q. Do you know at which point in time?

5 A. Sorry?

6 Q. Do you know at which points in time Ms. Welsh  
7 was Mr. Williams' supervisor?

8 A. 1997, around then. That's probably, that's all  
9 I know of at this time. I just want to add I knew at the  
10 time that there was more history, but I had completely  
11 forgotten the details. So when I started thinking about  
12 this deposition, I realized that we had gathered all of  
13 that stuff. I went back and saw that it all revolves  
14 around, not all, but a lot of it revolves around and  
15 evolves out of the fact that The Board was not pursuing  
16 the implementation of the settlement agreement. And that  
17 in fact one reason why they weren't doing it was because  
18 The Union objected. The Union, The Union indicated to  
19 The Board that they would treat it as a breach of  
20 contract because it was in their view inconsistent with  
21 the agreements, procedures in The Union contract. Those  
22 were our conversations that I had with Mark Blondman in  
23 1997, '98. That's why in my view, it was futile to  
24 pursue the ADR approach.

ROBERT SUGARMAN, ESQUIRE

1 Q. Did any of the documents that you just  
2 identified for us reference Mr. Watkins; to your  
3 knowledge?

4 A. That, I couldn't tell you. Well, I can tell  
5 you that the letter to Chairman Ward does, not by name  
6 but by inclusion in the group. The others may. I can't  
7 tell you.

8 Q. I'm asking you for your recollection. I'm not  
9 asking you to read every page of every document right  
10 now.

11 A. Right.

12 Q. To your recollection, do any of the documents  
13 reference the ADR provision in the 1993 settlement  
14 agreement?

15 A. Yes.

16 Q. Do you know which ones, off the top of your  
17 head?

18 A. The letters from Elaine Williams to Mark  
19 Blondman, the letter to Mr. Ward.

20 Q. Your letter to Ward?

21 A. Right.

22 Q. Okay.

23 A. LeDelle Ingram's documents dance around it. I  
24 don't know if they specifically say ADR.

ROBERT SUGARMAN, ESQUIRE

1 Q. All I want is the ones that mention the ADR  
2 provision in the settlement agreement?

3 A. Mention? I would say they all involve it.  
4 Whether they mention it or not, it's implicit.

5 Q. Can you dig out for me the Williams letters to  
6 Blondman and your letter to Ward.

7 A. I believe the motion on behalf of Williams  
8 filed with The Court also. My letter to Mark Blondman  
9 dated July 9th, 1996 started the whole thing. Let me  
10 look at that one real quick. I don't know if that's  
11 true. That came in the early stages. I was also writing  
12 to Mr. Ward around that time. It basically made it clear  
13 that ADR was not to be pursued.

14 Q. Who made that clear, Mr. Sugarman?

15 A. Mark Blondman, Elaine Williams, LeDelle Ingram  
16 at least, maybe others as well.

17 Q. How did Mr. Blondman make it clear?

18 A. Mark said to me that The Union had serious  
19 problems with the ADR and The Board didn't know whether  
20 they were going to be able to implement it because The  
21 Union was making noises that was going to be a violation  
22 of the Collective Bargaining Agreement.

23 Q. Did The Board or any of its representatives  
24 including Mr. Blondman ever say that The Board had a

ROBERT SUGARMAN, ESQUIRE

1 problem implementing the ADR provisions? Not The Union,  
2 The Board.

3 A. LeDelle Ingram's memo of December 24th, 1997  
4 indicates it.

5 Q. Can I see that one?

6 A. That's a memo from LeDelle Ingram to  
7 Scicchitano.

8 Let me correct something. My  
9 correspondence with Mr. Ward started when he was  
10 appointed. I believe he was appointed in and around  
11 '98. I believe that's when I contacted him, but I'm not  
12 sure of that.

13 Q. Are there any other documents?

14 A. I have listed them all.

15 Q. That references the ADR provision?

16 A. I really am not going to -- yeah. Well, the  
17 Williams letters.

18 Q. Can I see those?

19 A. Yeah. June 6th, '97 three-page letter --  
20 four-page letter. Sorry. Yes. The June 6th letter is a  
21 three-page letter.

22 MR. SUGARMAN: Let the record show I'm  
23 handing these documents to Mr. Benedetti as  
24 I'm referencing them that he may or may not